

NOTICE OF OPEN MEETING
A G E N D A
SPECIAL COUNCIL MEETING/WORK SESSION MEETING
City of Moberly
Municipal Building
204 N. Clark Street
June 02, 2021
6:00 PM

Posted:

Roll Call

Public Hearing and Receipt of Bids

Ordinances & Resolutions

1. A Resolution Authorizing the City Manager to Enter into an Agreement with J. Oros Environmental, Inc., for the Taylor Street CSO Basin Clean-Out and the Biosolids Land Application.

Official Reports

Anything Else to Come Before the Council

2. Consideration of a motion to adjourn to a Work Session for the City Council to review the 2021/2022 Operating Budget

Adjournment

We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City's Channel can be found on our website's main page at www.cityofmoberly.com. The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly

City Council Agenda Summary

Agenda Number: #1.
 Department: Public Utilities
 Date: June 2, 2021

Agenda Item: A Resolution Authorizing the City Manager to Enter into an Agreement with J. Oros Environmental, Inc., for the Taylor Street CSO Basin Clean-Out and the Biosolids Land Application

Summary: An advertisement for bids was placed in the Moberly Monitor Index and bid packets were sent to five prospective bidders for the land application of biosolids from the Taylor Street CSO Basin. No bids were received on the bid opening date. Several contractors indicated that the project was too small for them at this time, others stated a lack of room in their schedules. Since this is a necessary project, Boone Consulting reached out to two of the prospective bidders and asked them to work with the City on the project. J. Oros was willing to do so. They have submitted the attached proposal for our approval. Boone Consulting will be monitoring the percent solids removed from the basin for calculation of payment. Payment is based on dry tons removed and land applied. Part of this contract includes application of lime to raise the pH of the fields that will be receiving biosolids, as required by our Biosolids Management Plan approved by MDNR. Lime application is \$15/acre. J. Oros would like to begin lime application on June 7, with biosolids immediately following, weather permitting.

Recommended

Action: Approve the Resolution

Fund Name: Wastewater Treatment CIP

Account Number: 301.114.5502

Available Budget \$: 231,536.00

ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

Roll Call

Aye **Nay**

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH J. OROS ENVIRONMENTAL, INC., FOR THE TAYLOR STREET CSO BASIN CLEAN-OUT AND BIOSOLIDS LAND APPLICATION.

WHEREAS, city staff advertised and direct mailed an Invitation to Bid to five potential vendors to clean out the Taylor Street CSO basin and perform a biosolids land application; and

WHEREAS, no responses were received to the Invitation to Bid so city staff contacted J. Oros Environmental, Inc to provide a bid, a copy of which is attached; and

WHEREAS, the attached proposal estimates the cost of the requested clean-out and biosolids land application to be \$96,885.00; and

WHEREAS, also attached is the Invitation to Bid along with Contract Documents and Specifications for the project.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby authorizes the City Manager to enter into the attached Contract Documents and Specifications for a sum not to exceed \$96,885.00.

RESOLVED this 7th day of June, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



City of Moberly, Missouri
Public Utilities Department
101 West Reed Street
Moberly, Missouri 65270

INVITATION TO BID
CONTRACT DOCUMENTS AND SPECIFICATIONS

Purpose:	The City of Moberly is seeking bids for Taylor Street CSO Basin Clean-out and Biosolids Land Application	
Bid No.	Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION	
Deadline for Sealed Submissions:	10:00 AM. local time, Friday, April 23, 2021. Public bid opening at this time at Moberly City Hall Late or faxed bid proposals will be rejected	
Submit Sealed Bids To:	City of Moberly City Clerk 101 West Reed Street Moberly, MO 65270	**Write “Bid # & Project Name” in lower left hand corner**
Special Instructions:	<ul style="list-style-type: none">• Examination of Work Site – See Section L 3.0. For site tour, contact Ben Riles, WWTP Chief Operator, at (660) 269-9437, between the hours of 7:00 a.m. and 3:30 p.m.• Proposal submittal consists of Sections C• <u>Important:</u> Label the lower left corner of your sealed submittal package with the bid number and name• Submit one original and one copy of your bid proposal• Bid Bond and Prevailing Wage not applicable• Include with Proposal: Sections Q & R (with E-Verify)	
Direct All Inquiries to:	mwc@cityofmoberly.com with “SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION” in subject line Last time for questions is April 14, 2021 at 2:00 PM	

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SECTION A - ADVERTISEMENT FOR BIDS

Sealed BIDS for Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION will be received by the City of Moberly, City Clerks Office, City Hall, 101 West Reed Street, Moberly, Missouri 65270 until 10:00 AM local time, April 23, 2021 and then opened and read aloud.

Contract Documents will be available on April 2, 2021 and may be obtained from the City of Moberly, 101 West Reed Street, Moberly, MO 65270 or requested in writing to mwc@cityofmoberly.com under the subject line “Bid No. SS2021--001 – TAYLOR STREET CSO CLEAN-OUT & BIOSOLIDS LAND APPLICATION”.

All questions regarding this project shall be submitted to the City of Moberly, Public Works Department in writing to mwc@cityofmoberly.com under the subject line “Bid No. SS2021-001 – TAYLOR STREET CSO CLEAN-OUT & BIOSOLIDS LAND APPLICATION” or by mail to City of Moberly, Public Utilities Department, 101 West Reed Street, Moberly, MO 65270 before April 14, 2021.

The City reserves the right to waive any informality in bidding, and to accept the bid most advantageous to the City.

SECTION B – INFORMATION FOR BIDDERS

1. RECEIPT OF PROPOSAL

All responses, inquiries, or correspondence relating to, or in reference to, this request for bids, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the bidders shall become the property of the City when received. All bids submitted in response to this invitation for bid shall become the property of the City. All responses, inquiries, or correspondence relating to, or in reference to, this request for bids, and all reports, charts, displays, schedules, exhibits and other documentation by the bidders received by the City shall be public records subject to disclosure pursuant to Chapter 610, RSMo. The City retains the right to use any or all system ideas presented in any proposal to the invitation to bid, whether amended or not. Selection or rejection of the proposal does not affect this right.

2. RECEIPT AND OPENING OF BIDS

Sealed bids will be received at the time set forth in the formal advertisement for bids. Bids shall be prepared in duplicate and enclosed in a sealed envelope, addressed to the City of Moberly, bearing on the outside the name of the bidder and his address, the title of the project.

All bids will be publicly opened and read aloud. If forwarded by mail the sealed envelope must be enclosed in another envelope addressed as specified on the proposal form.

3. ACCEPTANCE OF BIDS

The OWNER reserves the right to require the successful bidder to file proof of his ability to properly finance and execute the project together with his record of successful completion of similar projects. The OWNER reserves the right to reject any and all bids, offers or proposals submitted, or to advertise for new bids. The OWNER reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding sixty (60) calendar days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign the contract documents within ten (10) calendar days after the OWNER issues the Notice of Award.

4. BONDS AND INSURANCE

The successful bidder shall file certificates with the OWNER that he has obtained and will continue to carry Workmen's Compensation Insurance, public and private liability and property damage insurance in the amounts specified herein for the duration of the contract.

5. OUT-OF-STATE CONTRACTORS

Contractors who are domiciled outside the State of Missouri and temporarily transact business in the State of Missouri are considered "Transient Employers" and must provide: (a) A copy of the Transient Employer Certificate of Registration, or (b) A copy of a letter from the Department of Revenue stating that said Contractor is not classified as a transient employer. Information and forms can be obtained from State of Missouri Department of Revenue (573) 751-8612, Taxpayer Service Bureau, P.O. Box 3300, Jefferson City, MO 65105-3300.

6. START OF WORK

The contractor shall commence work within seven (7) calendar days after the date of written notice from the Director of Utilities to begin work and shall complete all work within the time specified in his proposal.

7. BIDDER TO BE FAMILIAR WITH PLANS AND REQUIREMENTS

It is the bidder's responsibility to examine carefully the plans and specifications, the contract documents, and the site upon which the work is to be performed. If the Bidder is uncertain as to the site conditions it must perform its own tests and analysis. A proposal submitted shall be prima facie evidence that the bidder has made such examination and that he is familiar with all the conditions and requirements. All questions regarding this project shall be submitted to the City of Moberly, Public Utilities Department in writing to mwc@cityofomoberly.com under the subject line "Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION" or by mail to City of Moberly, Public Utilities Department, 101 West Reed Street, Moberly, MO 65270 before 2:00 PM, April 14, 2021.

8. PROPOSAL QUANTITIES

As noted on the proposal form the quantities as shown on the proposal form are estimated and are furnished to be used as a basis for calculations and for the preparation of the bid. Final payment will be made on the measured quantities.

9. PREPARATION OF PROPOSAL

All proposals shall be made on the form provided in the copy of the specifications and related documents.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, or by one or more of the officers of the corporation submitting it. If an individual makes the proposal, his name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, titles and business addresses of the President, Vice President, Secretary and Treasurer.

In case of a "unit price" proposal and in the event of a discrepancy between the unit price and the extension thereof, the unit price shall govern.

10. WITHDRAWAL OR MODIFICATION OF BIDS

Any bidder may withdraw, modify, or correct his proposal at any time prior to the scheduled closing time for the receiving of bids. However, no bid shall be withdrawn from the scheduled closing time until sixty (60) calendar days after the scheduled closing time.

11. COMPETENCY OF BIDDER

No contract will be awarded except to a reasonable bidder who is capable of performing the work. Each bidder may submit with his bid, and in any event, the OWNER may require any bidder to submit the following data:

A statement that the bidder maintains a permanent place of business and address.

A statement of the equipment which the bidder proposes to use on the work, together with a statement of equipment previously listed which the bidder owns and that which he does not own, but which he is certain he will be able to rent or otherwise procure for use on the project.

A financial statement, duly sworn, listing assets and liabilities.

A statement listing projects of similar nature, which the bidder has constructed, or in the construction of which the bidder has actively engaged in a responsible capacity.

12. COMPLETION TIME

The Contract period for the Taylor Street CSO Basin clean-out, removal, and land application of biosolids shall begin upon execution of the contract Agreement and terminate 100 days thereafter.

13. SURVEYS, PERMITS AND REGULATIONS

The Contractor shall make all surveys unless otherwise provided. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified. The Contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting him or his employees or his work hereunder in his relations to the OWNER or any person, and also to obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the work under this contract.

If the Contractor observes that the drawings and specifications are at variance with laws and regulations, he shall promptly notify the Director of Utilities in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, or local state or federal authorities without such notice to the Director of Utilities, he shall bear all costs arising therefrom.

14. CONTRACTOR'S REPRESENTATIONS AND UNDERSTANDINGS

It is understood and agree that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, and conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

No official, officer or agent of the OWNER is authorized to make any representations as to the materials or workmanship involved, or the conditions to be encountered and the Contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the OWNER either before or after the execution of this contract shall affect or modify any of the terms or obligations herein contained.

Neither Owner nor the Consultant shall be required to furnish Contractor with any information concerning subsurface characteristics or conditions of the areas where the Work is to be performed. Neither such investigations nor the records thereof are a part of the Contract between Owner and Contractor. To the extent such investigations or information are made available to Contractor by the Owner or Architect, such information is furnished solely for the convenience of Contractor and the Contractor agrees it shall not rely upon them. Neither Owner nor Consultant assumes any responsibility whatsoever in respect of the sufficiency or accuracy of these investigations or data, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations or information are representative of those existing where the Work is to be performed, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered. The Contractor shall undertake such further investigations and studies as may be necessary or useful to determine subsurface characteristics and conditions. The Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines, underground storage tanks, and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, tanks, and pipelines.

Execution of the Bid Proposal or Contract by the CONTRACTOR is a representation that the Contract Documents are full and complete, are sufficient to enable the CONTRACTOR to: (a) determine the cost of the Work; (b) to construct the Work as outlined in the Contract Documents, and; (c) to fulfill all of the CONTRACTOR'S obligations hereunder, including, but not limited to, CONTRACTOR's obligation to complete the Work for an amount not in excess of the Contract Sum on or before the date(s) for completion established in the Contract Documents. The CONTRACTOR further acknowledges and declares that it has visited and examined the site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of the conditions affecting the Work. Contractor specifically represents and warrants to the Owner that the CONTRACTOR has, by careful examination, satisfied itself to: (1) the nature, location, and character of the Project and the site, including, without limitation the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services

necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents.

Based on the above, the Contractor acknowledges that it has no knowledge of any discrepancies, omissions, ambiguities, or conflicts in said Contract Documents other than these it has submitted to the Owner in writing before signing this Agreement, and that if the Contractor becomes aware of any such discrepancies, omissions, ambiguities, or conflicts, it will promptly notify Owner and Consultant of such fact.

It is understood and agreed that the Contractor agrees as far as possible to employ such methods and means in the carrying out of the work as will not cause any interruption or interference with any other Contractor.

15. ACCEPTANCE OF BID AND AWARD OF CONTRACT

The OWNER will make a final decision regarding acceptance of bids within thirty (30) calendar days after the bids are opened. Should the OWNER not make a decision on the award of contract within thirty (30) calendar days after bids are opened, the bidder may, without penalty, withdraw said bid. Formal written notice of acceptance of the bid will be mailed or delivered to the bidder at the address designated in his bid. If within ten (10) calendar days after acceptance of his bid, the successful bidder shall fail to appear at the office of the OWNER to execute the contract and to furnish the required Contractor's bond, properly signed by the Contractor and the surety or securities satisfactory to the OWNER as hereinafter provided, the bidder shall be deemed in default and shall forfeit his bid security.

16. SALES TAX EXEMPTION ON CONSTRUCTION MATERIALS AND SUPPLIES

Pursuant to Senate Bill 477, as enacted by the 87th General Assembly, the OWNER will issue a Sales Tax Exemption Certificate for the purchase of construction materials and supplies. Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling this contract. A copy of this exemption certificate and the Owner's Missouri Tax Exemption Letter must be presented to suppliers in order to purchase construction materials and supplies tax free. Contractors are responsible to ensure that any materials purchased with this certificate are used exclusively on this project. The contractor's accounting records should be sufficient to document the appropriate use of this certificate. The original certificate, invoices, and other supporting documentation should be retained for five (5) years after project completion. If this record keeping is found inadequate by an audit by the Department of Revenue, the contractor shall be responsible for the payment of any taxes and penalties imposed by the Department of Revenue. Any excess materials and supplies on hand after job completion must be either returned to the supplier, or a sales tax return must be filed with the Department of Revenue to pay the sales tax on these excess materials and supplies. The project exemption certificate is not to be used after the expiration date.

If the project is not completed by this date, the contractor shall contact the City and request that a new certificate is issued. The City will then issue an Exemption Certificate with an expiration date that coincides with the revised completion date. An example of the exemption certificate is shown as Item 20 of this section.

17. ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

If the Contract Price is greater than \$5,000, then pursuant to *RSMo. § 285.530*, the bidder/contractor must affirm its enrollment and participation in a federal work authorization

program with respect to the employees proposed to work in connection with the services requested in this contract by:

1. Submitting a completed, notarized Affidavit of Work Authorization; and
2. Providing proper documentation affirming the bidder/contractor’s enrollment and participation in a valid federal work authorization program for the employees proposed to work in connection with the services requested in this Contract.

Note: An example of a valid federal work authorization program is E-Verify. Acceptable enrollment and participation documentation in the E-Verify program consists of: (1) a valid, completed copy of the first page of the E-Verify Memorandum of Understanding (MOU) identifying the bidder; and (2) a valid copy of the MOU signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

18. SAFETY TRAINING

The Contractor, and any subcontractor under such contractor, shall require all on-site employees on the Project to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program that includes a course in construction safety and health approved by OSHA, or a similar program approved by the Missouri Department of Labor and Industrial Relations that is at least as stringent as an approved OSHA program (the “Safety Course”). All on-site employees are required to complete the Safety Course within sixty days of beginning work on the Project. Any employee found on the Project work site without documentation of the successful completion of the Safety Course shall be given twenty days to produce such documentation before being subject to removal from the Project. In addition, the Contractor shall forfeit to the Owner, two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each calendar day each employee is employed by the Contractor or subcontractor, without the required Safety Course training. When making payments to the Contractor, the Owner shall withhold and retain all sums and amounts due and owing as a result of any violation of this requirement. The Contractor may withhold from any subcontractor sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this requirement.

19. BONDS

All bonds that the Contractor is required to provide under the Contract Documents shall be from a surety and in a form that is acceptable to the Owner and shall at least be treasury rated surety licensed in the State of New York or comparable licensure.

20. MISSOURI PROJECT SALES TAX EXEMPTION CERTIFICATE

Authorization for Purchasing Tax Exempt
Project Construction Materials

EXEMPT ENTITY ISSUING CERTIFICATE:

Name: City of Moberly, Missouri
Address: 101 West Reed Street
City/State/Zip: Moberly, MO 65270
MO Tax Exempt I.D.#: _____ Effective Date: _____
Contract Date: _____
Project #/Name Assigned: Bid No. 19-XXX – TAYOR STREET CSO BASIN CLEAN-OUT & BIOSOLIDS LAND APPLICATION
Revised Expiration Date: _____
Project Description: Clean-out, Removal, and Land Application of Biosolids
Project Location: Taylor Street CSO Basin & Old Landfill Site
Estimated Project Completion Date: June 25, 2021

The Missouri exempt entity named above, hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated into or consumed in the construction of the project identified herein and no other, pursuant to Section 144.062 RSMo.

Authorization Signature:

_____	_____
Brian Crane	Date
City Manager	

PURCHASING CONTRACTOR/SUBCONTRACTOR

Name: _____
Address: _____
City/State/Zip: _____

INSTRUCTIONS

CONTRACTOR/SUBCONTRACTOR: A completed copy of this exemption certificate, along with the City's Missouri Tax Exemption Letter, must be furnished to each material supplier from which construction materials and supplies for this project are purchased. Contractors are not exempt from sales tax on the purchase of machinery, equipment, or tools used in fulfilling these contracts. The original certificate, invoices, and other supporting documentation should be retained for five (5) years after project completion.

MATERIAL SUPPLIER: A completed copy of this exemption certificate, along with the Missouri Tax Exemption Letter of the exempt entity contracting for the project, must be obtained from the contractor/subcontractor making purchases of construction materials and supplies for use in the project, and retained for audit purposes. Invoices issued for such purchases must reflect the same of the exempt entity and the project number or name assigned by the exempt entity.

SECTION C - BID PROPOSAL

Place: 922 Taylor St, Moberly, Mo 65270

Date: _____

Project No. SS2021-001 – TAYLOR STREET
CSO BASIN CLEAN-OUT &
BIOSOLIDS LAND APPLICATION

Proposal of _____(hereinafter called "BIDDER") corporation, organized and existing under the laws of the State of Missouri, to the City of Moberly, Moberly, Missouri 65270 (hereinafter called "CITY").

Gentlemen:

The BIDDER, in compliance with your invitation for bids for the removal of liquid lime residual from storage lagoons, transporting the lime to area fields and applying to the fields at specific application rates, having examined the plans and specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, tools, equipment, materials, and supplies, and services to perform liquid lime residual removal, transportation, and land application in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" of the owner and to fully complete the project as stipulated in Section B, paragraph 13 of these contract documents.

The CONTRACTOR agrees that this Bid Proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

PROPOSAL
For Clean-out, Removal, and Land Application of Biosolids

The application periods and quantities are approximate only and should not be considered as defined amounts or dates. Once mobilized, Contractor shall complete the clean-out, removal and application of biosolids in each period listed within seven (7) working days. Removal, transport and land application of biosolids as required with items associated with and listed below.

ITEM#	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
I.	Clean-out & Land Application of Biosolids as a Liquid (est. units)	DTs	400	\$_____	\$_____
II.	Clean-out & Land Application of Biosolids as a Liquid Greater than listed in Items #1 (est. units)	DTs	0-360	\$_____	\$_____
III.	Clean-out CSO drain pipe to manway including manway and removal of solid waste and/or debris (ex. gravel)	WTs	As needed	\$_____	\$_____
IV.	In the event of a large rain event stormwater will need to be pumped from CSO Basin to a nearby sewer line at gpm rate under the directive of City	Hrs.	As needed	\$_____	\$_____

Bidder further agrees to perform all the enumerated work described in the specifications, for the above unit prices.

Bidder understands that the CITY reserves the right to reject any or all bids and to waive any informality in the bidding.

The contract requires the successful Bidder to do 100% of the work for this Contract.

The award of the contract, if it is awarded, will be to the Bidder whose price is determined by the Owner to be in its own best interest. Failure to provide any of the information as required herein Section C, will be grounds for disqualification. The contract will be awarded to the Bidder whose program most closely satisfied the overall specifications as well as a number of other factors including, but not limited to:

- A. Price of the program. (Completed Price Sheet)
- B. Experience of Bidder in similar operations utilizing biosolids, lime, or industrial waste removed from storage basins
- C. Demonstrated operational history. (Upon request provide load sheet records showing removal, transport and land application of biosolids)
- D. List of the equipment required by Bidder for this project

- E. List of equipment required for this project not owned by the bidder
- F. Capability to address spills and clean up
- G. References from previous project
- H. Ability to mobilize as required for each application period.

Workmen Certification

The City seeks to ensure that the highest quality workmanship will be performed on City projects constructed by outside contractors, and to do so, encourages all bidders to use workmen on such projects who have satisfactorily completed a registered apprenticeship program developed and operated in accordance with 29 CFR, Part 29. All such bidders are required to certify in their bids on such City projects the percentage, if any, of their workmen for the project which have satisfactorily completed such a program for the type of work they will be performing.

References

BIDDER shall submit three-references, contacts, and phone numbers from similar contracts with others.

Prevailing Wage or Davis Bacon Violations

Has the bidder had any violations relating to Prevailing Wage or the Davis Bacon Act?

Yes	
No	

If yes, attach an explanation.
Bid Proposal
Page XX of XX

Company Name_____

References

Bidder submits the names of Subcontractors to be used in performing the Work. Bidder certifies that all Subcontractors listed are eligible to perform the Work. Indicate if the Subcontractor has had any violations relating to Prevailing Wage or the Davis Bacon Act. Subcontractors are subject to the approval of the City and may not be changed except at the request or with the approval of the City

Has the subcontractor(s) had any violations relating to Prevailing Wage or the Davis Bacon Act?

Yes	
No	

If yes, attach an explanation.

Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) calendar days and deliver a surety bond or bonds as required.

Payment Bond/Performance Bond will be required for any single award of \$50,000.00 or over. The successful bidder shall furnish at his own expense corporate surety bonds in a sum equal to the full amount of the contract, running to City of Moberly, Missouri, to ensure the faithful performance of all contract provisions and to ensure prompt payment to those furnishing materials or performing labor. Bonds shall guarantee the faithful performance of the prevailing wage **if the contract amount exceeds \$75,000**. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract. These bonds, in part or all, are to be forfeited to the City in the event that the terms of the contract are not met in total by the successful bidder. Costs (if any) of these bonds shall be incorporated in the proposal submitted. Bonds must be furnished to the City within ten days upon award of contract, or bidder shall be deemed in default and award may be cancelled.

Complete and return Section O – Addenda (if applicable) with this proposal.

Contractor

(Signature of Authorized Representative)

(Printed Name of Authorized
Representative)

Title

Business Address

Telephone Number/Fax Number

E-Mail Address

(SEAL - IF BID IS BY A
CORPORATION)

ATTEST: _____

Name
(Printed Name)

Title:

SECTION D - BID BOND (N/A)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as Principal, and

_____, as
Surety, are hereby firmly bound unto the City of Moberly, Missouri, the Owner, in the
penal sum of \$ _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed this _____ day of _____, 2021.

The condition of the above obligation is such that whereas the Principal has submitted
to City of Moberly, Randolph County, Missouri, a certain bid attached hereto and hereby
made a part hereof to enter into a contract in writing, for the TAYLOR STREET CSO
BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION.

NOW, THEREFORE,

- a) If said bid shall be rejected, or
- b) If said bid shall be accepted and the Principal shall execute and deliver a
contract in the form of Contract attached hereto (properly completed in
accordance with said Bid) and shall furnish a bond for his faithful performance of
said contract, and for the payment of all persons performing labor or furnishing
materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be
void, otherwise the same shall remain in force and effect; it being expressly
understood and agreed that the liability of the surety for any and all claims
hereunder shall, in no event, exceed the penal amount of the obligation as herein
stated.

Surety and its bond shall be in no way impaired or affected by any extension of the
same within which the Owner may accept such bid; and said Surety does hereby waive
notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

By: _____

Surety

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION E - AGREEMENT

Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION

THIS AGREEMENT, made and entered into in the City of Moberly, County of Randolph, State of Missouri this DATE, by and between the City of Moberly, Missouri, a Municipal Corporation, hereinafter referred to as CITY, and CONTRACTOR, hereinafter referred to as CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the work for Bid No. 19-XXX – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the installation and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within seven (7) calendar days after the date of the NOTICE TO PROCEED and will complete the same as directed in the specifications unless amended by CITY.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and to comply with the terms therein for the amount of CONTRACT AMOUNT.
5. The term “CONTRACT DOCUMENTS” means and includes the following:
 - Advertisement for Bids
 - Information for Bidders
 - Bid Proposal
 - Bid Bond (N/A)
 - Agreement
 - Payment Bond
 - Performance Bond
 - Notice of Award
 - Notice to Proceed
 - Change Order
 - General Conditions
 - Standard Specifications
 - Schedule of Drawings
 - Special Conditions
 - Addendum
 - Prevailing Wage Rates (N/A)
 - Indemnification
 - Traffic Control
 - Affidavit Enrollment in Federal Work Authorization Program

Agreement

Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION

Page 2 of 4

6. The City will pay the Contract Amount to the Contractor in the manner and at such times as set forth in the Contract Documents.
 - A. In the event that the Missouri Department of labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section 10 shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.
7. Acceptance of this agreement includes compliance with the 1991 Omnibus Transportation Employee Testing Act.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in Quadruplicate each of which shall be deemed an original on the date first above written.
9. Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.
10. Safety Training
 - A. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo, unless such employees have previously completed the required program.
 - B. All employees who have not previously completed the program are required to complete the program within sixty (60) days of beginning work on such construction project.
 - C. Contractor acknowledges and agrees that any of Contractor's employees found on the Project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
 - D. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

- E. Notice of Penalties for Failure to Provide Safety Training
- a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required above.

b. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Sections 10 B and C above have elapsed.

c. Violations of Section 10 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

CITY OF MOBERLY, MISSOURI

(Signature of Authorized Representative)

Brian Crane

(Printed Name of Authorized Representative)

(SEAL)

City Manager

Title

ATTEST:

Name

(Printed Name)

Title:

Agreement
Bid No. SS2021-001– TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS
LAND APPLICATION
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COMPANY NAME

(Signature of Authorized Representative)

(Printed Name of Authorized
Representative)

(SEAL – if corporation)

Title

ATTEST:
Name

(Printed Name)

Title

SECTION F - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

_____, a _____
(Address of Contractor) (Corporation, Partnership, Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____, hereinafter called Surety, are held and
(Address of Surety)

firmly bound unto the City of Moberly, Missouri, 101 West Reed Street, Moberly, Missouri, 65270, hereinafter called OWNER, in the penal sum of _____

Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2018.

Principal

Address

By: _____

Attest:

Principal Secretary

(SEAL)

Witness as to Principal

Surety

Address

By: _____

Attest:

Surety Secretary

(SEAL)

Witness as to Surety
Attorney-in-Fact

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION G - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

_____, a _____
(Address of Contractor) (Corporation, Partnership, Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____, hereinafter called Surety, are held and
(Address of Surety)

firmly bound unto the City of Moberly, Missouri, 101 West Reed Street, Moberly Missouri, 65270, hereinafter called OWNER, in the penal sum of _____

Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____day of_____, _____, a copy of which is hereto attached and made a part hereof for Bid No. SS2021-001– TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2021.

Principal

Address

By: _____

Attest:

Principal Secretary (SEAL)

Witness as to Principal

Surety

Address

By: _____

Attest:

Surety Secretary (SEAL)

Witness as to Surety
Attorney-in-Fact

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION H - NOTICE OF AWARD

DESCRIPTION OF WORK:	Clean-out of biosolids from Taylor Street CSO Basin and transporting the biosolids to area fields and applying to the fields at specific application rates
TO:	CONTRACTOR
DATE OF AWARD:	DATE OF PROJECT AWARD

The OWNER represented by the undersigned has considered the proposal submitted by you for the above-described work in response to its notice and instructions to bidders dated DATE OF BID. It appears that it is in the best interest of said OWNER to accept your proposal in the amount of CONTRACT AMOUNT.

You are required by the notice and instructions to bidders to execute the formal contract with the undersigned OWNER and to furnish the required Contractor's performance and payment bonds and Certificate of Insurance within ten (10) calendar days from the date of the delivery of this notice to you.

If you fail to execute said contract and to furnish said bonds and insurance within ten (10) calendar days from the date of delivery of this notice, said OWNER will be entitled to consider all your rights abandoned and to award the work covered by your proposal to another, or to re-advertise the work or otherwise dispose thereof as the OWNER may see fit.

Signed:

Brian Crane

Title

City Manager, City of Moberly Missouri

Date

ACCEPTANCE OF NOTICE - Receipt of the above Notice of Award is hereby acknowledged by:

Accepted By:

Signed:

(Signature of Authorized Representative)

Name

(Printed Name of Authorized Representative)

Title

Date

SECTION I - NOTICE TO PROCEED

DESCRIPTION OF WORK:	Clean-out of biosolids from Taylor Street CSO Basin and transporting the biosolids to area fields and applying to the fields at specific application rates
TO:	CONTRACTOR
DATE OF NOTICE:	DATE THIS NTP IS TYPED

In accordance with the Contract dated CONTRACT DATE_, you are hereby notified to commence work beginning START DATE and you are to complete the work no later than COMPLETION DATE_.

Signed:

Brian Crane

Title

City Manager, City of Moberly Missouri

Date

ACCEPTANCE OF NOTICE - Receipt of the above Notice to Proceed is hereby acknowledged by:

Accepted By:

Signed:

(Signature of Authorized Representative)

Name

(Printed Name of Authorized Representative)

Title

Date

27 | Taylor Street CSO Basin

30

SECTION J - CONTRACT CHANGE ORDER NO. _____

Date of Change Order	
Project Name	Bid No. SS2021-001– TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION
Location	
Contractor	

You are hereby requested to comply with the following changes from the Contract Agreement, plans and specifications:

Item Number	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease in Contract Amount	Increase in Contract Amount

Change Order No. ____
Bid No. SS2021-001– TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS
LAND APPLICATION
Page 2 of 2

Change in Contract Amount due to this Change Order:

Total Decrease	
Total Increase	
Net Change	
Original Contract Amount	
Current Contract Amount	
Revised Contract Amount, Including this Change Order	

The time provided for completion in the Contract is increased by ____ calendar days.
This document shall become an amendment to the Contract and all provisions of the
Contract will apply hereto.

Except as otherwise specifically stated in this change order, this change order resolves
and waives all of the Contractor’s claims for time or money which the Contractor was
aware of prior to the date of this change order.

Reason for Change:

Signed: _____
Brian Crane

Title _____
City Manager, City of Moberly Missouri

Date _____

ACCEPTANCE OF CHANGE ORDER

Accepted By: _____

Signed: _____
(Signature of Authorized Representative)

Name _____
(Printed Name of Authorized Representative)

Title _____

Date _____

SECTION K - GENERAL CONDITIONS

SECTION 1.100 DEFINITIONS

1.100 CONTRACT DOCUMENTS

The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract.

- a. Advertisement for Bids
- b. Information for Bidders
- c. Bid Proposal
- d. Bid Bond (N/A)
- e. Agreement
- f. Payment Bond
- g. Performance Bond
- h. Notice of Award
- i. Notice to Proceed
- j. Contract Change Order
- k. General Conditions
- l. Standard Specifications
- m. Schedule of Drawings (N/A)
- n. Special Conditions
- o. Addenda
- p. Prevailing Wage Rates (N/A)/Excessive Unemployment
- q. Traffic Control
- r. Affidavit Enrollment in Federal Work Authorization Program

1.101 PROJECT MANAGER

Shall mean the CITY assigned Project Manager for the City of Moberly, Missouri, or its representative duly authorized in writing to act for the Project Manager.

1.102 CITY

Shall mean the City of Moberly, Missouri.

1.103 SUBCONTRACTOR

Shall mean any person, firm, or corporation with a direct contract with the Contractor who acts for or on behalf of the Contractor in executing any part of the contract, but does not include one who merely furnishes material.

1.104 CONTRACTOR

Shall mean the Contractor named in the contract documents.

1.105 PROPOSAL

The offer of a bidder to perform the work described by the contract documents when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

1.106 PROPOSAL GUARANTY

The bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the CITY for the construction of the work, if the contract is awarded to him.

1.107 PERFORMANCE BOND

Is the approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

1.108 PAYMENT BOND

Is the approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the Contractor to promptly make payments to those furnishing materials or performing labor in accordance with the terms of the Contract.

1.109 SURETY

Shall mean the person, firm or corporation who executes the Contractor's bonds.

1.110 SPECIFICATIONS

Shall mean the legal and procedural documents, general conditions of the contract, together with the modifications thereof, and the detailed specification requirements, with all addenda thereto.

1.111 DRAWINGS

Are those listed in the index to specifications and drawings with all addenda thereto.

1.112 WRITTEN NOTICE

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of the contract.

- a. Change of Address: It shall be the duty of each party to advise the other parties to the contract as to any change in his business address until completion of the contract.

1.113 ACT OF GOD

Means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature.

1.114 WORKING DAY

A working day is defined as any day when, in the opinion of the Project Manager, weather conditions are such as would permit any major operation of the project for six (6) hours or over unless other avoidable conditions prevent the Contractor's operations. If conditions are such as to stop work in less than six (6) hours, the day will not be counted as a working day. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days.

1.115 CALENDAR DAY

Is the method of determining the number of days within a year utilizing the Julian and Gregorian calendar? The Julian calendar set the lengths of a month at 30 or 31 days, except for February. The Gregorian calendar determines a year is three hundred sixty-five (365) days (except a leap year, which has three hundred sixty-six (366) days) divided into twelve (12) months or fifty-two (52) weeks.

SECTION 2.00 DRAWINGS, SPECIFICATIONS AND RELATED DATA

2.100 INTENT OF DRAWINGS AND SPECIFICATIONS

The intent of the drawings and specifications is that the CONTRACTOR furnishes all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The CONTRACTOR shall do all the work shown on the drawings and described in the specifications, as well as all incidental and additional items of work which are reasonably inferable from the drawings and specifications in order to fully complete the Work so that it is ready for use, occupancy, and operation by the OWNER as intended.

2.101 CONFLICT

If there is any conflicting variance between the drawings and the specifications, or between the general conditions of the specification requirements, the more stringent requirements shall control. However, the Contractor shall immediately bring all such conflicts to the Project Manager's attention for clarification before the work is done. Any work done by the Contractor before such conflict is corrected in writing, shall be done at the Contractor's risk.

2.102 DISCREPANCIES IN DRAWINGS

Any discrepancies found between the specifications and site conditions or any errors or omissions in the drawings or specifications shall be immediately reported to the Director of Utilities, who shall correct such error or omissions in writing. Any work done by the

Contractor before such discrepancies, errors or omissions are corrected in writing, shall be done at the Contractor's risk.

2.103 ADDITIONAL INSTRUCTIONS

Further instructions may be issued by the Director of Utilities during the program of the work by means of drawings or otherwise to make more clear or specific the drawings and specifications or as may be necessary to explain or illustrate changes in the work to be done.

2.104 SAMPLES

All samples called for in the specifications or required by the Project Manager shall be furnished by the Contractor and shall be submitted to the Project Manager for his approval. Samples shall be furnished so as not to delay fabrication of the samples submitted.

- a. Samples for Tests: Contractor shall furnish such samples of materials as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the specifications.

2.105 QUALITY OF EQUIPMENT AND MATERIALS

In order to establish standards of quality, the Project Manager, has in the detailed specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

- a. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the contract, that Project Manager may require.
- b. The Contractor shall abide by the Project Manager's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing with a reasonable time. No substitute materials shall be used unless approved in writing.
- c. Submission of requests for substitution of products or shall constitute a representation that the Contractor:
 - i. Has investigated the proposed product and determined that it is equal to or better than the specified product.
 - ii. Will provide the same warranty for the proposed product as for the specified product.
 - iii. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including redesign and

additional components and capacity required by other work affected by the change.

- iv. Waives all claims for additional costs and time extensions which are caused by the change.
- d. An addendum will be issued prior to bid opening; identifying manufacturers of approved equipment. Only general Contractors can request approval of equal equipment.

2.106 EQUIPMENT APPROVAL DATA

The Contractor shall furnish one (1) copy of complete catalog data for every manufactured item of equipment, and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- a. This submission shall be compiled by the Contractor and approved by the Project Manager before any of the equipment is ordered. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
- b. After written approval, this submission shall become a part of the contract, and may not be deviated from except upon written approval from Project Manager.

Catalog data for equipment approved by the Project Manager does not in any case supersede the Project Manager's contract documents. The approval of the Project Manager shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless he has in writing called the Project Manager's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the item submitted. The Contractor shall check the work described by the catalog data with the Project Manager's contract documents for deviations and errors.

- a. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.
- b. Where equipment requiring difference arrangement of connections from those shown is approved. It shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.

2.107 SURVEYS

Unless otherwise specified, the CITY shall establish all base lines for location of the principal component parts of the work together with a suitable manner of benchmarks adjacent to the work. Based upon the information provided by the CITY, the Contractor

shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

2.108 SHOP DRAWINGS

The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Project Manager's instructions. Deviations from the drawings and specifications shall be called to the attention of the Project Manager at the time of the first submission of shop drawings and other drawings for approval. The Project Manager's approval of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:

- a. Three (3) copies shall be submitted at least thirty (30) calendar days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.
- b. The Project Manager shall, within fourteen (14) calendar days of the submittal of any shop drawings, return one (1) copy to the Contractor marked with all corrections and changes.
- c. The Contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Project Manager.
- d. Following completion of such corrections and changes, the Contractor shall furnish the Project Manager two (2) copies of the shop drawings conforming to the required corrections and changes.

SECTION 3.00 PROJECT MANAGER-CITY-CONTRACTOR RELATIONS

3.100 PROJECT MANAGER'S RESPONSIBILITY AND AUTHORITY

All work shall be done under the general supervision of the Project Manager or his designated representative. The Project Manager or his designated representative shall decide any and all questions which may arise as to the quality and acceptability of materials, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

3.101 PROJECT MANAGER'S DECISIONS

All claims by the Contractor shall be presented to the Project Manager for decision, which shall be made in writing within a reasonable time.

3.102 INSPECTION OF WORK

All materials and each part of detail of the work shall be subject at all times to inspection by the Project Manager, and the Contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the contract. The OWNER and Project Manager shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractors as is required to make a complete and detailed inspection.

3.103 CONTRACTOR'S SUPERINTENDENCE

A qualified superintendent, who is acceptable to the Project Manager, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Project Manager's instructions shall be confirmed in writing and always upon written request from the Contractor.

Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Contractor shall be liable to Owner for all damages suffered by Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes.

3.104 ASSIGNMENT OF CONTRACT

Neither the Contractor nor the City shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligation thereunder, without written consent of the other party.

3.105 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the completion of this contract, before acceptance of the work by the Project Manager, the Contractor shall remove all of his equipment, tools and supplies from the property of the City. Should the Contractor fail to remove such equipment, tools and supplies, the City shall have the right to remove them.

3.106 SUSPENSION OF WORK BY CITY/CITY'S REPRESENTATIVE

The work or any portion thereof may be suspended at any time by the Project Manager, provided that he gives the Contractor five (5) calendar days written notice of suspension, which shall set forth the date on which work is to be resumed. The Contractor shall resume the work upon written notice from the Project Manager and within ten (10) calendar days of the date fixed in the notice of suspension. The Contractor may abandon that portion of the work so suspended and shall be entitled to payment only for work that has been completed in accordance with the Contract Documents.

3.107 CITY'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five (5) calendar days written notice to the Contractor and receipt of written approval from the Project Manager, the City may, without prejudice to any other remedy he may have, correct such deficiencies at the Contractor's cost.

3.108 CITY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

The City shall have the right to terminate the employment of the Contractor in the event of any default by the Contractor after giving ten (10) calendar days written notice of termination to the Contractor. In the event of such termination, the City may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:

- a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
- b. Disregard or violate important provisions of the contract documents or Project Manager's instructions, or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof.
- c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment thereof.

If the Owner terminates the Contractor for default, the Contractor hereby assigns to Owner (and Owner's permitted assigns) all its interest in any subcontract agreements and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective only upon acceptance by Owner in writing and only as to those subcontract agreements and purchase orders that Owner designates in writing. It is agreed and understood that Owner may accept the assignment at any time during the course of construction prior to Final Completion. Upon such acceptance by Owner, (1) Contractor shall promptly furnish to Owner true and correct copies of the designated subcontract agreements, and purchase orders, and (2) Owner shall only be required to compensate the designated Subcontractor(s) or supplier(s) for compensation accruing to such party(ies) for Work done or materials delivered from and after the date on which Owner determines to accept assignment of the subcontract agreement(s) or purchase order(s). All sums due and owing by Contractor to the designated Subcontractor(s) or supplier(s) for work performed or material supplied prior to Owner's determination to accept the assignment of the subcontract agreement(s) or purchase order(s) shall constitute a debt between such parties and Contractor, but not the Owner. It is further agreed that all subcontract agreements and purchase orders shall provide that they are freely assignable by Contractor to Owner without further subcontractor approving and assigns under the terms and conditions stated hereinabove. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion. Contractor shall deliver to Owner a written acknowledgement in form and substance satisfactory to Owner from each of its Subcontractors and suppliers of the contingent assignment described herein

no later than ten (10) days after the date of execution of each subcontract agreement and purchase order with such parties.

The City shall have the right to terminate the Contractor's employment for the City's convenience after giving ten (10) calendar days written notice of termination to the Contractor. In the event of such termination, the City shall pay the Contractor for all work that has been completed.

If after termination of the Contractor for default as provided above, it is determined that the Contractor was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the CITY.

The rights and remedies of the CITY in this clause are in addition to any other rights and remedies provided by law or under this contract.

3.109 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

The Contractor may suspend work or terminate contract upon ten (10) calendar days written notice to the City and the Project Manager, for any of the following reasons:

- a. If an order of any court or public authority caused the work to be stopped or suspended for a period of ninety (90) calendar days through no act or fault of the Contractor or his employees.
- b. If the Project Manager should fail to act upon any request for payment in violation of the Contract Documents.
- c. If the City should fail to act upon any request for payment in violation of the Contract Documents.

3.110 RIGHTS OR VARIOUS INTERESTS

Wherever work being done by the City's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Project Manager, to secure the completion of the various portions of the work in general harmony.

3.111 SEPARATE CONTRACTS

The CITY may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting his work and to report to the Project Manager any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Project Manager of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive his work. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Project Manager immediately any difference between completed work by others and the drawings.

3.112 SUBCONTRACTORS

At the time specified by the contract documents or when requested by the Project Manager, the Contractor shall submit in writing to the City for approval of the Project Manager the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the Project Manager. The Contractor is responsible to the City for the acts and omissions of his employees. The contract documents shall not be construed as creating any contractual relation between any subcontractor and the City. The Contractor shall bind every Subcontractor by the terms of the contract documents.

3.113 WORK DURING AN EMERGENCY

The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering human life or property. In all cases he shall notify the Project Manager of the emergency as soon as practical, but he shall not wait for instructions before proceeding to properly protect both life and property.

3.114 ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the contract documents, and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and evidence shall be introduced in any proceeding of any other waiver or modifications.

3.115 JOB SAFETY

The Project Manager has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work. As a condition of this contract, the Contractor shall be responsible for completing all aspects of their job in accordance with Occupational Safety & Health Administration (OSHA) guidelines.

All record keeping and posting guidelines, employee training programs, and use of personal protective equipment are the responsibility of the Contractor. Any potential citations issued by OSHA, which result in fines that relate to the work on this project, are the sole responsibility of the appropriate contractor.

Periodically the Project Manager may conduct inspections of the job site. All contractors shall be in compliance with OSHA guidelines. If the Project Manager determines that work is not in compliance, he has the authority to require that work be stopped until the contractor is in compliance with the appropriate standard(s). This will come with no penalty to the City and the Contractor will be required to complete their work on schedule without any delays or face potential penalties for any delays that this may cause the overall project.

3.116 PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without obtaining permission, and the Contractor shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

3.117 LANDS BY OWNER

The Contractor shall perform the Work on the lands provided by the Owner.

3.118 LANDS BY CONTRACTOR

Any additional land and access beyond those provided by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the OWNER. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the drawings and specifications and such additional areas which he may provide as approved by the Engineer.

SECTION 4.000 MATERIALS AND WORKMANSHIP

4.100 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work shall be new and meet the requirements of the respective specifications and no material shall be used until it has been approved by the Project Manager. All materials not otherwise specifically indicated shall be furnished by the Contractor.

4.101 MATERIALS FURNISHED BY THE CITY

Only materials specifically indicated as furnished by the City shall be furnished by the City. The fact that the City is to furnish material is conclusive evidence of its acceptability for the purpose intended and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the City, he shall notify the Project Manager.

Unless otherwise noted or specifically stated, materials furnished by the City, which are not of local occurrence, are considered to be F.O.B., delivered to the site area designated by the Contractor and approved by the Project Manager. The Contractor shall be prepared to unload and properly protect all such material loss or damage after receipt of material at the point of delivery.

4.102 CHARACTER OF WORKERS

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractors or persons employed by subcontractors. All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workers employed by the Contractor or subcontractor who, in the opinion of the Project Manager, does not perform his work in a skilled manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Project Manager, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Project Manager.

4.103 REJECTED WORK AND MATERIALS

All materials that do not conform to the requirements of the contract documents and are not equal to samples approved by the Project Manager, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other given cause shall be removed within ten (10) calendar days after written notice is given by the Project Manager, and the work shall be re-executed by the Contractor. The fact that the Project Manager may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

Should the Contractor fail to remove work or materials rejected within ten (10) calendar days after written notice to do so, the City may remove them and may store the materials at the Contractor's cost. This includes correction of faulty work after final payment.

4.104 MANUFACTURER'S DIRECTIONS

Manufactured articles, material and equipment shall be applied, installed, connected, erected, used cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.105 CUTTING AND PATCHING

The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the drawings and specifications to complete the structure. The Contractor shall restore all such cut or patched work as directed by the Project Manager. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Project Manager and under his direction.

4.106 CLEANING UP

The Contractor shall remove from the City's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

4.107 GUARANTY PERIOD

Except when a longer time is specifically called for in the Contract Documents, or is otherwise provided by law, the Contractor shall guaranty all equipment furnished and work performed by him for a period of one (1) year from the date of final completion and acceptance of the Project. Pursuant to the Guarantee, the Contractor guarantees and warrants that its work, materials, and equipment, are free from all defects due to faulty materials or workmanship. The CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any other damages that were caused by defects in the WORK. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. In emergency where, in the judgment of the OWNER, delay would cause serious loss or damage, repairs and replacement of defects in the WORK and damage caused by defects may be made without notice being sent to the CONTRACTOR, and the CONTRACTOR shall pay the cost thereof The Performance BOND shall remain in full force and effect through the guarantee period.

4.108 SALVAGEABLE MATERIALS

Materials to be removed that can be reasonably removed in useable condition shall be removed by the Contractor and remain property of the City of Moberly.

4.109 STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without written permission of the OWNER or lessee. Risk of loss for stored items shall be on the Contractor until final completion

SECTION 5.000 INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the Owner as an ADDITIONAL INSURED with the exception of the Worker's Compensation Policy and Professional Errors and Omissions Insurance with a subrogation waiver. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the CITY, has been given to the CITY. The cost of such insurance shall be included in the Contractor's proposal.

MINIMUM LIMITS OF INSURANCE

Contractors shall maintain limits no less than:

- a. Workers' Compensation for statutory limits and Employer's Liability minimum \$500,000 limit.
- b. Comprehensive General Liability or Broad Form Comprehensive General Liability to cover claims which may arise from operations under this contract. The policy shall include, but not be limited to, protection for the following hazards:
 1. Premises and Operations – Bodily Injury & Property Damage Liability
 2. Independent Contractors Coverage
 3. Products & Completed Operations Liability coverage to apply one year beyond completion and acceptance of the work specified by this contract.
 4. Personal Injury Liability and Advertising Injury Liability
 5. Broad Form Property Damage
 6. Contractual Liability
 7. Explosion, collapse, and underground damage, if applicable

The above policy shall be written with limits of at least \$1,000,000 each occurrence and \$2,000,000 aggregate.
- c. Business Automobile Policy (Comprehensive Automobile Liability Insurance) provides coverage for all owned, non-owned, and hired vehicles. Minimum limits should be at least \$1,000,000 Each Occurrence Bodily Injury Liability and Property Damage Liability.
- d. Umbrella/Excess Liability – Limit of \$1,000,000 which will be excess of the primary limits for General Liability, Auto Liability and Employer Liability.
- e. Professional Errors and Omissions Insurance: If Contractor is an architect, engineer, surveyor, or consultant, Contractor agrees to obtain Professional Errors and Omissions Insurance. Contractor shall also require all professional subcontractors to obtain and maintain similar insurance with similar limits in connection with subcontracted work. Limit of Liability should be no less than \$2,000,000 Per Claim/\$2,000,000 Annual Aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administrative and defense expense.

OTHER INSURANCE PROVISIONS

The Contractor shall also obtain and pay for insurance policies that contain, or are endorsed to contain, the following provisions:

- a. CONTRACTOR'S Contingent or Protective Liability and Property Damage to protect the CONTRACTOR from any and all claims arising from the operations of SUBCONTRACTOR employed by the CONTRACTOR.

- b. Protective Liability Policy in the name of the OWNER for operations of the CONTRACTOR or any SUBCONTRACTOR in connection with the Project.
- c. The coverage shall be for a minimum of \$2,000,000 unless otherwise stated in the Contract Documents, and shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- d. The Contractor's insurance coverage SHALL BE PRIMARY INSURANCE as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- f. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Bests' rating of no less than A:VI.

VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by the City before work commences. The City of Moberly reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates of each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION FORM

Contractors shall complete an Indemnification Form.

SECTION 6.000 PROGRESS AND COMPLETION OF WORK

6.100 NOTICE TO PROCEED

Following the execution of the contract by the City, written notice to proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the City) with such force as to secure the completion of the work within the time stated in the Proposal.

6.101 CONTRACT TIME

The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Proposal. Computation of contract time shall commence on the seventh day following the date of mailing, by regular mail, of the notice to proceed.

6.102 SCHEDULE OF COMPLETION

The Contractor shall submit, at such times as may reasonably be requested by the Project Manager, schedules which shall show the order in which the Contractor will start the several parts of the work, and estimated dates of completion of several parts.

6.103 SIGNIFICANT CHANGES IN THE WORK

The City may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Compensation and time of completion affected by additions or modifications shall be adjusted at the time of ordering such changes. The City may delete, without regard to extent, any portion of the project prior to entering into contract with the Contractor. This deletion of work may be done without prior approval of the Contractor and no additional compensation shall be due the Contractor for such deletions.

- a. The City reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- b. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City may determine to be fair and equitable.
- c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- d. The term "significant change" shall be construed to apply only to the following circumstances:
 1. When the character of the work as altered differs materially in kind of nature from that involved or
 2. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to the portion in excess of 125 percent of original contract item quantity, or in case of decrease below 75 percent, to the actual amount of work performed.

6.104 EXTRA WORK

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as extra work. The Contractor shall do such extra work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written change order from the City as approved by the Project Manager.

In the absence of such written change order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications where applicable and work not covered by the specifications or special provisions shall be done in accordance with the best practice as approved by the Project Manager. Extra work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.105 EXTENSION OF CONTRACT TIME

A delay beyond the Contractor's control occasioned by an Act of God or act of omission on the part of the City, may entitle the Contractor to an extension of time in which to complete the work as determined by the Project Manager, provided, however, that the Contractor shall immediately give written notice to the Project Manager of the cause of such delay.

- a. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor.
- b. The Contractor with ten (10) days from the beginning of any delay (unless extended by the Project Manager) notifies the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of the delay. If, in the judgment of the Project Manager the findings of fact warrant such action, the time for completing the work shall be extended.

6.106 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Project Manager to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute minimum number of adverse weather days the Contractor must anticipate in its progress schedule.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
6	6	5	5	5	8	13	11	4	4	5	5

- a. Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the Contractor shall record the occurrence of adverse weather delay days which must prevent work on critical activities for six (6) hours or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated above, the Project Manager will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification.

6.107 USE OF COMPLETED PORTIONS

The CITY shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents.

6.108 LIQUIDATED DAMAGES

Time is an essential element of the contract, and it is therefore important that the work be pressed vigorously to completion. Should the Contractor or, in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in the manner set out in the preceding sections a deduction of an amount as set out in the bid form will be made for each and every calendar or working day, as specified in the contract, that such contract remains uncompleted after the time allowed for the completion. The said amount set out in the bid is hereby agreed upon, not as a penalty, but as liquidated damages for loss to the City and the public, after the expiration of the time stipulated in the contract, and will be deducted from any money due the Contractor under the Contractor, and the Contractor and his surety shall be liable for any and all liquidated damages.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the specified time, or after any extension of the time, shall in no way operate as a waiver on the part of the CITY or any or its right under the contract.

When any project awarded separately or when all projects in a combination awarded as a single contract reach a stage of Completion where they could be opened to uninterrupted use, liquidated damages will be charged against the Contractor only for

those days which would qualify as working days.

- a. A combination of one or more projects, awarded as a single contract, will be considered as one unit for the determination of liquidated damages.
- b. The Contractor shall be liable for liquidated damages chargeable under the contract when the City, by reason of default of the contract by the Contractor, is completing the work, unless the delay is due to the negligence of the City. A delay in any part of the work or in the final completion of the project caused by the City or its agents shall not avoid the provisions of the contract as to liquidated damages. Any such delay by the City or its agents will be compensated for only by the extension of contract time.

SECTION 7.000 PAYMENT

7.100 REQUESTS FOR PAYMENT

The CONTRACTOR shall submit monthly requests for progress payments for work done and materials delivered and stored on the Project site by submitting a correctly detailed pay request on forms approved by the CITY for work performed prior to the request for payment. With each request for payment, the CONTRACTOR must include all documents, supporting data, receipts, required to obtain the necessary information to determine the progress and execution of the Work, and all other required submittals in accordance with the Contract Documents. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the CITY's title to such materials and the material's conformity with the Contract Documents. All pay requests must be supported with valid prevailing wage payroll payment certifications on forms approved by the CITY

Each request for payment shall be computed from the Work completed on all items listed in the detailed breakdown of contract amount, less prior payments and less five percent (5%) as retainage. Where unit prices are specified, the request for payment shall be based on the quantities completed.

All pay requests, invoices, payroll records, supporting documentation, and payment certifications shall be submitted to the CITY Director of Public Utilities, City Hall, 101 West Reed Street, Moberly, Missouri 65270 who will forward to the Project Manager. For purposes of payment, the requests for payment shall be deemed to be duly delivered to the CITY ten days after the CITY's Project Manager certifies to the CITY Purchasing Department that the request for payment is for a correct amount, was properly submitted in accordance with the Contract Documents, and that all required and necessary supporting documents required by the Contract or requested by the CITY have been submitted by the CONTRACTOR to support the invoice.

7.101 REQUESTS FOR PAYMENT ON SUBSTANTIAL COMPLETION

“Substantial Completion” or “Substantially Complete” is the date at which, as certified in writing by the Project Manager that the Project is sufficiently complete in accordance with the Contract Documents so that the CITY has full and unrestricted lawful use, occupation, operation, maintenance, and benefit of the Project in all respects, for all of its intended purposes, and:

- a. All necessary approvals by the applicable public regulatory authorities have been given;
- b. The owner has received all required warranties and documentation; and
- c. All Work other than incidental corrective and incidental punch list work has been completed.

Partial use or occupancy shall not necessarily result in the Project being deemed Substantially Complete and shall not be evidence of Substantial Completion. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes.

The CONTRACTOR may submit an invoice at Substantial Completion of the Work requesting that the CITY pay ninety-eight percent of the withheld retainage, less any offsets or deductions authorized in this Agreement or otherwise authorized by law. If the Project Manager determines that the Work is not substantially completed, then the CITY shall provide a written explanation of why the Work is not considered substantially complete within fourteen calendar days of the date that the substantial completion request for payment is duly delivered to the CITY. If there are any remaining minor items to be completed at Substantial Completion, an amount equal to one hundred fifty percent (150%) of the value of each item as determined by the CITY shall be withheld until such items are fully and finally completed.

7.102 REQUESTS FOR FINAL PAYMENT

The CONTRACTOR may submit a final invoice upon the satisfactory completion of all of the Work. The CITY shall make final payment of all moneys owed to the CONTRACTOR, including any retainage withheld under this Agreement, less any offsets or deductions authorized in the Contract Documents or otherwise authorized by law, within thirty days of the due date. The final payment due date shall be the date of the earliest of the following events:

- a. Completion of the Project and filing with the CITY of all required documentation and certifications, in Completion complete and acceptable form, in accordance with the terms and conditions of the Contract Documents;
- b. The Project is certified by the CITY as having been completed, including the filing of all documentation and certifications required by the Contract Documents, in complete and acceptable form.

As part of the documentation and certifications required for final payment, the CONTRACTOR must also provide to the CITY the following:

- a. A request for final payment duly delivered to the CITY;
- b. The CONTRACTOR has furnished evidence that it has fully paid all debts for labor, materials, and equipment incurred in connection with the Work, including a written certification and verification by the CONTRACTOR and any subcontractors that the CONTRACTOR has made all payments to all subcontractors and material suppliers used to complete the Project and that there are no outstanding claims by or against them or the Project Bonds;
- c. Certification from the CONTRACTOR that the Project is fully and finally complete in accordance with the terms of the Contract Documents including all punch list items, with no other Work remaining to be performed, and no claims arising from or related to the CONTRACTOR's Work are outstanding;
- d. Certifications from the CONTRACTOR that all systems have been started, properly commissioned, and fully functional for their intended purposes;
- e. Certifications from the CONTRACTOR that CITY staff have been properly trained on the operation of all systems installed by the CONTRACTOR as part of the Work; and
- f. All warranties, manuals, and other required documentation has been provided by the CONTRACTOR to the CITY

Final payment shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made.

7.103 PROJECT MANAGER'S ACTION ON A REQUEST FOR PAYMENT

The Project Manager shall act on the CONTRACTOR's payment requests (monthly, substantial completion, or final) by either:

- a. Approving the request for payment as submitted
- b. Approving a lesser amount that the Project Manager determines is due the CONTRACTOR, informing the CONTRACTOR in writing of his reasons for approving the amended amount.
- c. Rejecting the request for payment, informing the CONTRACTOR in writing of his reasons for rejecting it.

If there are errors in the request for payment, it is not for a proper amount, additional supporting information is required by the CITY, or there are other errors or deficiencies in the request for payment, the CITY's Project Manager shall return the request for payment to the CONTRACTOR with a request to correct the errors or deficiencies. The request for payment will not be deemed to be duly delivered until the errors or deficiencies are corrected, additional requested information is supplied, and the Project Manager certifies to the CITY Purchasing Department that the request for payment is for a correct amount, was properly submitted in accordance with the Contract Documents, and that all required and necessary supporting documents required by the Contract Documents or requested by the CITY have been submitted by the CONTRACTOR to the CITY support the request for payment.

7.104 CITY'S ACTION ON AN APPROVED REQUEST FOR PAYMENT

Within thirty (30) calendar days from the date that the CONTRACTOR's request for payment or amended request for payment is duly delivered to the CITY (whichever is later), the CITY shall either:

- a. Pay the request for payment as certified by the CITY's Project Manager.
- b. Pay such other amount as the CITY determines is actually due the CONTRACTOR, informing the CONTRACTOR and the Project Manager in writing of his reasons for paying the amended amount.
- c. Reject the request for payment and inform the CONTRACTOR and the Project Manager in writing of the reasons for rejecting the request for payment.

7.105 CITY'S RIGHT TO WITHHOLD PAYMENT

The City may reject all or a portion of any request for payment, or withhold payment in whole or in part, because of, but not limited to, the following reasons, even if such reasons are discovered subsequent to approval of a request for payment by the CITY's Project Manager or the CITY.

- a. Defective work or material not remedied.
- b. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR or against the CITY because of the CONTRACTOR's work.
- c. Failure of the CONTRACTOR to make payments to subcontractors, consultants, material suppliers, equipment renters, or labor.
- d. Damage to the CITY's or another's property or work.
- e. Liquidated damages.
- f. Unsatisfactory job progress.
- g. Disputed work.
- h. Failure to comply with any material provision of the Contract Documents.
- i. Reasonable evidence that a subcontractor, consultant, equipment renter, or material supplier cannot be fully compensated under its contract with the CONTRACTOR for the unpaid balance of the contract sum.
- j. Citation by the enforcing authority for acts of the CONTRACTOR or subcontractors that do not comply with the Contract Documents or that result in a violation of any federal, state or local law, regulation or ordinance applicable to that Project causing defects, delays, damages, or additional costs, to the CITY.
- k. Funds from a State grant are not timely received by the CITY.
- l. Failure to fulfill any condition precedent to payment under the Contract Documents or applicable law.
- m. Failure to provide all appropriate, requested, or required documentation and certifications in complete and acceptable form; or
- n. Any other cause or reason permitted by law.

Only properly submitted request for payments for valid charges will become due and payable.

7.106 RESPONSIBILITY OF THE CONTRACTOR

Unless specifically noted otherwise, the CONTRACTOR shall furnish all materials and services and perform all the work described by the contract documents or shall have all materials and services furnished and all work performed at his expense. It shall be the CONTRACTOR’s responsibility to pay for:

- a. Replacement of survey benchmarks, reference points and stakes provided by the CITY.
- b. Lands by the CONTRACTOR for its Work beyond those supplied by the CITY.
 - 1. Insurance obtained in accordance with the Contract Documents.
 - 2. Payment bond obtained in accordance with the Contract Documents.
 - 3. Performance bond obtained in accordance with the Contract Documents.
 - 4. Permits and licenses required of the CONTRACTOR and Subcontractor.

As a condition precedent to final payment, the CONTRACTOR shall furnish the following documents to the Project Manager for submittal to the CITY:

- a. Record Drawings showing the field changes and selections (all changes and selections to be approved by the CITY and the Project Manager in advance) and as-built conditions affecting the general construction, mechanical, electrical, plumbing, and all other work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of the City’s Project Design Professional's Drawings obtained and paid for by the CONTRACTOR. The CONTRACTOR shall maintain at the job site one (1) set of the City’s Project Design Professional's Drawings and indicate thereon each field change as it occurs;
- b. All operations and service manuals for equipment; and
- c. All manufacturer’s warranties.

7.107 PAYMENT FOR UNCORRECTED WORK

Should the Project Manager direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the *Contract Amount* shall be made to compensate the CITY for the uncorrected work.

7.108 PAYMENT FOR REJECTED WORK AND MATERIALS

The removal of work and materials rejected under the Contract and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR. The CONTRACTOR shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of rejected work or materials and the subsequent replacement of acceptable work.

All costs of removal and/or re-execution of rejected work or materials, and the storage or disposal of rejected materials by the CITY in accordance with the Contract, shall be paid to the CITY by the CONTRACTOR within thirty (30) calendar days after the CITY sends written notice to the CONTRACTOR. If the CONTRACTOR does not pay the

expenses of such removal, the CITY may, but is not required to, sell the rejected materials that are commercially salvageable and have not been disposed of. Prior to such sale, the CITY shall give the CONTRACTOR ten (10) calendar days written notice of the CITY's intent to sell the materials. If payment has not been made by the CONTRACTOR to the CITY within those ten days, the CITY may sell the materials at auction or at a private sale. The CONTRACTOR shall receive a credit for the net proceeds of the sale after deducting all of the costs and expenses of the sale. If there is a deficiency after the sale, the CONTRACTOR shall pay the CITY the deficiency.

7.109 PAYMENTS FOR EXTRA AND ADDITIONAL WORK

If the CONTRACTOR receives instructions from the CITY to proceed with the Extra Work, and the CONTRACTOR wishes additional compensation or additional Contract Time for such Extra Work, the CONTRACTOR must provide the CITY with written notice of the claim for payment within ten (10) calendar days after receipt of the instructions to perform the Extra Work, and before any such Extra Work is commenced, except in cases of emergency that endanger human life or property. No claim shall be valid unless so made. To support a claim for Extra Work, the CONTRACTOR shall submit its itemized estimate sheets showing all labor and material to the Project Manager for the CITY's consideration of the claim. The CITY's order for Extra Work shall specify any extensions of the contract time and one of the following methods of payment if additional payment is warranted under the Contract Documents.

- a. Unit prices or combinations of unit prices, which formed the basis of the original contract.
- b. A lump sum based on the CONTRACTOR's estimate, accepted by the CITY, and approved by the Project Manager.

No claim or request for payment for additional work or Extra Work shall be payable by the CITY unless the CITY has approved them as such for an additional fee before the additional or Extra Work is provided. Any adjustments to the rates and amounts of CONTRACTOR's compensation shall be negotiated in good faith. CITY agrees to pay for such additional services or Extra Work only if the CONTRACTOR specifies it as additional or Extra Work to be performed for an extra fee in advance of the Work being formed. No request for payment for additional or Extra Work shall be valid unless it has been accepted in compliance with RSMo. §432.070. The CITY shall only be obligated to pay any sums beyond the stated written Contract Price if the CITY agrees to do so after the execution of this Agreement in a separate writing in full compliance with RSMo. §432.070.

7.110 PAYMENT FOR WORK FOLLOWING TERMINATION OF THE CONTRACT

Upon termination of the contract by the CITY for the CONTRACTOR's default, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be credited to the CONTRACTOR. If the cost of completing the work shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the CITY. The cost incurred by the CITY, as herein provided, and the damage incurred through the CONTRACTOR's default, shall be approved by the Project Manager and certified by the CITY.

Any and all requests for payment recoverable by the CONTRACTOR under the terms of the termination provisions of this Agreement or otherwise shall be made upon the CITY in writing within thirty (30) days of the date of the suspension or termination. If any such requests are not made as set forth in this paragraph, any such requests for payments, invoices, services, expenses, or other costs will be deemed invalid and forever waived and barred.

7.111 RELEASE OF PAYMENT CLAIMS AND LIENS

The CONTRACTOR shall deliver to the CITY a complete release of all payment claims, bond claims, and liens for all Work performed (which includes all materials) pursuant to this Contract by all subcontractors, lower-tier subcontractors and material suppliers before any retainage is paid, and such releases for all Work under the Contract before the final request for payment is paid. If any payment claim or lien remains unsatisfied after all payments are made by the CITY to the CONTRACTOR, the CONTRACTOR shall refund to the CITY such amounts as the CITY may have been compelled to pay in discharging such liens including all costs and reasonable attorney’s fees incurred by the CITY as a result of such claim.

7.112 ACCEPTANCE OF FINAL PAYMENT

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release by the CONTRACTOR of the CITY’s liability for all claims and liabilities to the CONTRACTOR for every act and neglect of the CITY and others relating to or arising out of this WORK. Acceptance of the final payment shall not release any of the CONTRACTOR’s claims that the CONTRACTOR has specified in writing and delivered to the CITY before final payment is received by the CONTRACTOR. Any payment, however final or otherwise, shall not release the CONTRACTOR or its sureties from any responsibility for faulty materials or workmanship or any other obligations under the CONTRACT DOCUMENTS or the Performance and Payment Bonds.

7.113 CONTRACTOR CLAIMS

Whenever the CONTRACTOR believes it is entitled to a change order or wishes to make any other claim altering the Contract Time or *Contact Sum*, it shall submit a notice of its claim to the CITY in writing within ten days of the event giving rise to that claim or else the claim is waived and is forever barred. Said notice shall itemize all claims and shall contain sufficient detail and substantiating data to permit evaluation of the same by the CITY.

In any dispute whether tort, contract, arbitration, or otherwise in which the CONTRACTOR or subcontractors, agents and employees, seek damages for personal injuries, property damage, lost profits or expectancies, business interruption, death or other monetary loss allegedly caused by the CITY or the CITY’s contractors, engineers, consultants, the CONTRACTOR shall, before filing suit, submit to CITY an affidavit declaring that affiant has consulted and reviewed the facts of the case with an independent engineer or architect who reasonably believes all the following to be true:

- a. The independent engineer or architect is knowledgeable of the relative issues in the particular action.
- b. The independent engineer or architect has practiced for the least ten years in the same area that is at issue in the particular action;
- c. The independent engineer or architect is qualified by experience or demonstrated competence in the subject of the case; and
- d. The independent engineer or architect has determined in a written report, after review of relevant material involved in the particular action that there is a reasonable and meritorious cause for filing of such action.

A copy of the written report, clearly identifying the plaintiff and the reasons for the independent engineer or architect's determination that a reasonable and meritorious cause for filing of the action exists, must be attached to the affidavit.

If an affidavit complying with this action is not submitted to the CITY before filing of the action, such action shall be dismissed. The cost of dismissal shall be paid by the CONTRACTOR in favor of the CITY.

Extension of time provided for the completion of the Work shall be the CONTRACTOR's sole remedy for delay (except for the CONTRACTOR's right to terminate the Contract pursuant to the provisions of the Contract Documents.

Jurisdiction and venue for any dispute resolution proceeding or lawsuit shall be in the Circuit Court of St. Randolph County, Missouri.

SECTION L - STANDARD SPECIFICATIONS

1 **SCOPE**. This Contract provides for the clean-out, removal of biosolids from Taylor Street CSO Basin, transporting biosolids to area fields (Old Landfill Site), and applying to the fields at specific application rates. All labor, materials, insurance, and equipment necessary for the removal, transport, and proper equipment for the even distribution of biosolids by surface application of approximately 400+ DTs of biosolids as a liquid at flowable rates to be performed by the Contractor unless otherwise specified or agreed upon. Removal, transport and land application of biosolids will be a one-(1) time occurrence by the Contractor, in accordance with the time schedule in Section C Proposal.

Approximately 41.1 acres (Old Landfill Site) of land will be available for the land application of these biosolids. The ground consists of hayland for the production of grass hay and/or pasture. The City has sufficient amount of acres within ten-(10.0) road miles of the Taylor Street CSO location for the application of biosolids.

Of primary importance to this project is the safe transportation of biosolids to the fields (i.e., no spillage) and the application of biosolids to the fields at the proper rates and in a timely manner to the satisfaction of the City. All work shall be conducted in strict compliance with all federal, state, and local regulations and in accordance with all other City specifications.

Any material (debris- i.e., gravel, etc.) that cannot be mixed and pumped onto transport vehicles from the bottom of the CSO Basin, manway, or connecting pipe will need to be removed and placed in a plastic lined dumpster and properly disposed of in an approved landfill.

2.0 **CSO SITE**. Biosolids to be removed are stored in one-(1) rubber lined CSO holding basin with a concrete-paved surface bottom. The CSO is located at Taylor Street, which is near the old East WWTP in Moberly.

3.0 **EXAMINATION OF WORK SITES**. All Contractors are strongly recommended to make a careful examination of the CSO holding basin site and land application site prior to submitting a bid to the City. All contractors are responsible to be fully acquainted with the operations required and the type of work involved. The CSO holding basin sites can be accessed during normal working hours for inspection. Contractors are solely responsible for determining any existing weight limitations for roadways and any other site-related limitations. Please contact Ben Riles, WWTP Chief Operator, at (660) 269-9437, between the hours of 7:00 a.m. and 3:30 p.m. to arrange a tour of the facility.

4.0 **PLANT OPERATIONS DURING PROJECT**. The removal of biosolids shall be conducted in a manner to assure that there is no disruption of normal operations of the CSO Basin operations, or interference with the normal working schedule of operating personnel. Access to all City property, including the CSO holding basin site, shall be unobstructed by Contractor's operations so that normal City operations can be conducted.

5.0 REMOVAL OF BIOSOLIDS FROM TAYLOR STREET CSO BASIN. Although biosolids concentrations within the CSO basin as high as 59.01 percent total solids, it is the Contractor's responsibility to select the equipment and method that will allow for the removal of the biosolids in a homogenous liquid form without the use of additional water; unless pre-approved by City. The CSO basin must be adequately mixed to create a consistent material before removal operations begin; recommend a minimum of 4 hours of mixing to achieve the desired consistency. The equipment and method of biosolids removal must be approved by the City. The Contractor must have a minimum of one (1) pump on the job site for biosolids removal, and the pump must be used for mixing the contents of the CSO basin when not used for loading operations. When the level of the CSO holding basin reaches a point whereby material will not flow towards the pump from the manway and connecting pipe, the Contractor will need to jet (large pressure wash equipment) clean and remove solids/debris from manway and connecting pipe. Any debris/solids that cannot be pumped will need to be removed and placed in a plastic line dumpster. The Contractor is responsible for general clean-up and restoration of the CSO site following completion of the project. In the event of a large rain event any stormwater that enters the CSO basin will need to be pumped by the Contractor to a nearby sewer line at gpm rate under the directive of the City.

6.0 TRANSPORT OF BIOSOLDS TO THE FIELDS. All biosolids shall be hauled in sealed tanks of trucks/trailers that are mechanical sound and safe for road travel. The type of equipment and method of hauling biosolids to the fields shall be approved by the City. Transporting of biosolids shall be done in a manner that minimizes the possibility of spillage and of damages to the CSO holding basin site, farm field roads and fields.

Keeping transport trailers clean is a priority in this project. It will be the responsibility of the successful bidder to provide washing equipment for the cleaning of trailers as needed or by the request of the City. All sealed tank trucks/trailers will be inspected before start-up and may be rejected if found to have defects that would make hauling unsafe.

Biosolids shall be handled in a manner at the CSO holding basin site to prevent the loss of material into the adjoining neighbors or water features. Proper precautions shall be employed to prevent the loss of any material in the transportation of the biosolids and assure that all biosolids leaving the CSO holding basin sites arrives at the application site.

The approved routes of truck traffic and speed limits for the project must be followed. All traffic to and from the CSO holding basin site shall be routed in such a manner as to minimize the negative impact on the affected public roadways and shall be approved in advance by the City. Contractor is responsible to follow all City traffic laws on public roadways and to adhere to speed limits and restrictions imposed by the City on all private and/or field access roads.

All local laws, regulations and restrictions regarding the public transportation of materials shall be complied with at all times. Periodic weight checks by the City may be requested during operations across commercial scales to confirm compliance. The Contractor shall take all necessary steps to avoid the loss of biosolids from the sides of trucks/trailers beyond the boundaries of the CSO storage basin areas and prior to the

arrival at the application sites. The Contractor shall promptly clean any debris left or lost on roadways, including that of mud from vehicle tires, upon notification by the City. The Contractor will provide the City with a written spill plan, which will include detailed procedures and equipment for a cleanup and proper phone contacts for notification.

7.0 LAND APPLICATION SITES. The application of biosolids to land application sites shall adhere to the requirements of the City's Biosolids Land Application Program under N.P.D.E.S. Permit No. MO-0117960 issued by the Missouri Department of Natural Resources. In addition, all applicable federal regulations, including EPA, provisions in the Clean Water Act (CWA) under 40CFR Part 503, along with state and local regulations and restrictions concerning the land application of biosolids shall be applied during the course of the project.

8.0 APPLICATION OF BIOSOLIDS. The Contractor shall apply biosolids evenly over the land at the specified application rate, within 10% of the desired rate. The City must approve the method of application of biosolids. If the application of biosolids is less than 90% of the specified amount, the Contractor may be required to apply additional biosolids to achieve application target. Care must be taken to ensure that the application does not exceed and/or short the application rate either by 1,000 gallons per acre or 2 dry tons per acre for biosolids, in order to adhere to federal and state regulations. The Contractor may not be paid for biosolids applied at excessive rates over the specified application rate target.

The application must be done in a manner that results in an even application over the field at the desired target rate. Compaction to the field shall be minimized by keeping the number of passes an applicator has to drive over the same area to a minimum. Land application of biosolids will be allowed to continue only when the City feels assured that these objectives are being achieved.

The City will determine which fields are to receive each load of biosolids and may change from field to field as necessary. Also, the Contractor will be required to obtain permission from the City before re-entering a field and to stop application on the field any time the City deems necessary.

The Contractor will be responsible for any and all property damage to the City's fields, field roads, City property, etc., and will do any necessary site restoration to put back in like manner.

9.0 APPLICATION RATE. The application rate of biosolids is estimated to vary from either 13,000 -15,000 gallons per acre or 54-60 wet tons per acre and may be surfaced applied or a combination of surface and shallow incorporation into the soil in a single pass. The City's Consultant or his designee will advise the Contractor of the field selection and application rates. The Contractor must ensure that the equipment, operator and project site supervisor adhere to the application rates.

10.0 FIELD SELECTION. The City's Consultant will determine field selection, priority and the application rates for each field and advise the Contractor of the rate when assigning work in a field. Care must be taken not to surpass the specified application rate for each field in order not to exceed state and federal requirements.

11.0 **BIOSOLID QUANTITY MEASUREMENT.** Quantity of biosolids residuals transported to each field will be accounted for by means of each truck/trailer load being recorded by the Contractor as to which field the truck/trailer load went to. The Contractor shall certify the volume, in either U.S. Gallons or Wet Tons, of materials hauled for each sealed tank truck/trailer used on this project. The City or it's authorized representative shall be responsible for monitoring truck loading and reconciling truck loads with the Contractor at the end of each day. Metering of gallons and/or certification of volume measurement of biosolids to be removed by the Contractor must be approved by the City prior to award. If no method for determining either gallons or wet tons is provided by the Contractor and/or approved by the City; each sealed tank truck/trailer will be weighed empty and loaded to determine weight or tonnage per load hauled.

The City or its authorized representative will analyze the biosolids for percent total solids. The Contractor will be responsible for collecting the biosolids samples at the time sealed tank trucks/trailers are being loaded, including all sample identification required by the City. The individual samples will be saved as a weekly and/or a project composite sample until the project is complete in case any questions should occur on percent solids pertaining to applications rates.

Payment will be based on dry tons of biosolids removed, transported, and land applied. Any addition of water, and any other method and/or combination used to dilute or "thin-out" the biosolids contained within the basins must be approved by the City prior to the addition.

12.0 **SAMPLING.** The City or its authorized representative will be responsible for analyzing the biosolids for the purpose of determining the dry tons being applied to the fields and to determine the percent solids of biosolids being applied. These samples will be used to determine the application rates and payment to the Contractor.

13.0 **WORK SCHEDULE.** The Contractor will be allowed to work Monday through Saturday from 6:00 a.m. to 7:00 p.m. Transportation and application will not be allowed on Sundays or outside these time frames without advance written and/or verbal approval from the City due to driving through neighborhoods.

14.0 **SUPERVISION.** The Contractor's superintendent shall be present at all times during the removal, transportation and application of biosolids. Upon request the Contractor shall attend progress meetings and provide any and all information regarding current status of project and future compliance with the specifications for the project.

15.0 **LABOR AND EQUIPMENT.** The Contractor shall provide all labor, equipment, tools, materials and services necessary to perform the work specified in this Contract. The City will provide laboratory analyses of biosolids samples for total solids concentration for application rates and payment

The Contractor shall be responsible for the security of his equipment at all locations.

16.0 **RECORDS.** The Contractor shall maintain accurate, complete, up-to-date records of the amount of biosolids removed from the CSO basin, the acreage applied

with biosolids, and the biosolids application rates (gallons/acre). Gallons or tons hauled and applied to field sites will need to be reconciled at the end of each day between Contractor and City.

17.0 **COMMUNICATIONS**. The Contractor shall provide and maintain two-way communication by cellular phones between all personnel working on the project. The Contractor shall provide necessary phone numbers for communications between the Contractor, Consultant and City personnel at all times for the duration of the Contract.

18.0 **UTILITIES**. The Contractor shall arrange for, provide, and pay for all necessary electrical, phone and/or other utility services that may be required to complete CSO basin clean-out, removal, land application, and debris removal/disposal project. The Contractor shall be responsible for all costs associated with said utilities, and shall arrange for the timely removal of all temporary utilities at the completion of the project.

19.0 **MONITORING AND REPORTING**. The City shall be responsible for conducting all applicable site selection, testing, site monitoring and lime monitoring for determining lime application rates, site suitability and any other federal, state and local requirements.

20.0 **SITE RESTORATION**. Upon completion of the land application project, the Contractor shall, in a timely manner, restore any damage caused to the storage lagoon sites, roadways, gates, fences and fields. All repairs shall be completed to the satisfaction of the City. At the end of the project, the City will inspect, verify, and sign off on site restoration.

21.0 **EQUIPMENT/MANPOWER REQUIREMENT**. The City is requiring the Contractor to have the minimum following manpower, transport, and land application equipment on site and operating during the project:

- Applicators with adjustable width rear mounted splash plate or equivalent equipment with the ability to surface apply biosolids.
- Applicator(s) must have the ability to apply biosolids at a variable-rate application (VRA) to meet the desired prescription for a field and/or ground conditions
- Skid steer or equivalent equipment to remove and load solid waste/debris into a plastic lined dumpster
- 2 minimum, tandem straight trucks (must be able to seal to avoid leaks)
- 1 each, 1,000 G.P.M. lagoon pumps with tractor to operate pump for removal of biosolids as a liquid
- High pressure equipment to flush and clean manway and connection pipe to CSO basin and necessary trash pumps to remove all necessary liquid
- Manpower to run all equipment at one time

20.0.1 **DAILY REMOVAL, TRANSPORT & LAND APPLICATION REQUIREMENT**. Since the land application of biosolids is within limited timeframes, the City requires the successful Contractor to clean-out, remove, transport, and land apply all of the biosolids and solids waste/debris into dumpster(s) within a five-(5) day time frame.

23.0 **FINANCIAL REQUIREMENTS**. Payment shall be made on a dry ton basis for biosolids removal, transport, and land application and per ton for debris removed and

properly disposed of. Prior to commencement of any work, the Contractor and the City shall determine and agree upon the equipment, method, and manner of measurement of the quantity of biosolids applied to land.

The City reserves the right to terminate the project prior to the completion of removal of all stored biosolids should it be determined to be in its own best interest. The amount due to the Contractor at that time will be determined by the unit cost of material removed and applied to date.

Payment shall be made at the conclusion of each application period when all conditions of these specifications are met to the satisfaction of the City, including site restoration.

24.0 **CSO SITE SECURITY**. The CSO storage basins, and loading areas for the sealed tank trucks/trailers are within a fenced area. Access to the project area will be set up with the City on a temporary basis. The Contractors personnel will not be allowed within the CSO storage basin site without City notification.

SECTION M - SCHEDULE OF AERIAL PHOTOS and DRAWINGS

- Taylor Street CSO Basin - Aerial Map
- Taylor Street CSO Basin - Engineer "As Built" Drawings
- Old Landfill Site - Aerial Map
- Old Landfill Site - Soil Testing Map
- Taylor Street CSO to Old Landfill Site - Aerial of Route Map

SECTION N - SPECIAL CONDITIONS

The City of St. Moberly will conduct a pre-application meeting with the awarded contractor, in which Section L to this document, and any other questions, will be discussed.

Contractor is responsible for all job site safety.

SECTION O – ADDENDA

Addendum #

Addendum
Received By:

Signed:

(Signature of Authorized Representative)

Name

(Printed Name of Authorized Representative)

Title

Date

SECTION P - PREVAILING WAGE RATES

If the contract amount exceeds \$75,000, the work under this contract is to be paid for by public funds; therefore, minimum prevailing wage rates published by the State Department of Labor are appended. The rates of wages listed are minimum only, below which the Contractor cannot pay, and they do not constitute a representation that labor can be procured for the minimum listed. Contractor will forfeit a penalty to the contracting public body (City of Moberly) one hundred dollars a day or portion thereof if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor under them. The contractor may also be subject to additional fines and penalties for not complying with the current prevailing wage rates.

SECTION Q - TRAFFIC CONTROL

Bid No. **SS2021-001**– TAYLOR STREET CSO BASIN CLEAN-OUT and
BIOSOLIDS LAND APPLICATION

The Contractor shall perform construction traffic control with respect to the work to be performed under this Contract. The Contractor shall provide such construction traffic control in accordance with the regulations promulgated by the Federal Highway Administration using the Manual Uniform Traffic Control Devices. To the fullest extent not prohibited by law, the Contractor shall defend, indemnify and hold harmless the City of Moberly, its agents and employees from and against any all suits, actions, legal or administrative proceedings, claims, demands, damages, losses, penalties, fines, costs, and expenses of whatsoever kind or character which arise out of or are in any manner related to, whether proximate or not, any alteration, change or modification of any such traffic control devise which such alternation, change or modification is in any part caused by or contributed to, in any manner, whether negligently or intentionally, by the Contractor of any of its employees or agents.

Accepted By: _____

Signed: _____
(Signature of Authorized Representative)

Name _____
(Printed Name of Authorized Representative)

Title _____

Date _____

SECTION R

AFFIDAVIT ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

STATE OF MISSOURI)
) ss
COUNTY OF _____)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:
Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:
Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:
A person acts knowingly or with knowledge,
(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:
An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____
and I am currently the _____ of _____ (hereinafter “Contractor”),
whose business address is _____, and I
am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of St Peters.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor’s enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Affiant saith not.

[SIGNATURE]

[printed name], Affiant

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public

My Commission Expires:

- PLEASE NOTE:**
Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:
- 1. A valid, completed copy of the first page identifying the Contractor; and
 - 2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division.

SECTION A - ADVERTISEMENT FOR BIDS

Sealed BIDS for Bid No. SS2021-001 – TAYLOR STREET CSO BASIN CLEAN-OUT and BIOSOLIDS LAND APPLICATION will be received by the City of Moberly, City Clerks Office, 101 West Reed Street, Moberly, Missouri 65270 until 10:00 AM local time, April 23, 2021 and then opened and read aloud. #1.

Contract Documents will be available on April 2, 2021 and may be obtained from the City of Moberly, 101 West Reed Street, Moberly, MO 65270 or requested in writing to mwc@cityofmoberly.com under the subject line "Bid No. SS2021--001 – TAYLOR STREET CSO CLEAN-OUT & BIOSOLIDS LAND APPLICATION".

All questions regarding this project shall be submitted to the City of Moberly, City Clerk or in writing to mwc@cityofmoberly.com under the subject line "Bid No. SS2021-001 – TAYLOR STREET CSO CLEAN-OUT & BIOSOLIDS LAND APPLICATION" or by mail to City of Moberly, Public Works, 101 West Reed Street, Moberly, MO 65270 before April 72 2021.

The City reserves the right to waive any informality in bidding, and to accept the bid most advantageous to the City.